

# **EXHIBIT 4**

1 G. HOPKINS GUY, III (State Bar No. 124811)  
2 I. NEEL CHATTERJEE (State Bar No. 173985)  
3 MONTE COOPER (State Bar No. 196746)  
4 ROBERT D. NAGEL (State Bar No. 211113)  
5 THERESA A. SUTTON (State Bar No. 211857)  
6 ORRICK, HERRINGTON & SUTCLIFFE LLP  
7 1000 Marsh Road  
Menlo Park, CA 94025  
Telephone: 650-614-7400  
Facsimile: 650-614-7401

6 Attorneys for Plaintiff  
7 THEFACEBOOK, INC.

**COPY**

**(ENDORSED)**  
**F I L E D**  
MAY 11 2006

KIRI TORRE  
Chief Executive Officer/Clerk  
Superior Court of CA County of Santa Clara  
BY \_\_\_\_\_ DEPUTY

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
9

10 COUNTY OF SANTA CLARA

11 THEFACEBOOK, INC.,

12 Plaintiff,

13 v.

14 CONNECTU LLC, CAMERON  
15 WINKLEVOSS, TYLER WINKLEVOSS,  
HOWARD WINKLEVOSS, DIVYA  
16 NARENDRA, AND DOES 1-25,

17 Defendants.

18 CASE NO. 1:05-CV-047381

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**DECLARATION OF ROBERT D.  
NAGEL IN SUPPORT OF  
FACEBOOK, INC.'S OPPOSITION TO  
DEFENDANTS' MOTION TO QUASH  
SERVICE OF COMPLAINT AND  
SUMMONS FOR LACK OF  
PERSONAL JURISDICTION**

Date: June 1, 2006  
Time: 9:00 A.M.  
Dept: 2  
Judge: William J. Elfving

1 I, Robert D. Nagel, declare:

2 1. I am a member of the State Bar of California and an associate with Orrick,  
3 Herrington & Sutcliffe LLP, attorneys of record for Plaintiff Facebook, Inc. in this action. I make  
4 this declaration based upon my personal knowledge and, if called as a witness in this action,  
5 could and would testify competently as to the matters set forth herein.

6 2. Attached hereto as **Exhibit A** is a true and correct copy of relevant excerpts  
7 from the Deposition Transcript of ConnectU LLC, dated August 9, 2005. **[CONDITIONALLY  
8 LODGED WITH THE COURT]**

9 3. Attached hereto as **Exhibit B** is a true and correct copy of an email string  
10 between Defendants Cameron and Howard Winklevoss, dated May 3, 2002, and Bates numbered  
11 C003865 through C003869. **[CONDITIONALLY LODGED WITH THE COURT]**

12 4. Attached hereto as **Exhibit C** is a true and correct copy of relevant excerpts  
13 from the Highly Confidential Deposition Transcript of Divya Narendra, dated January 16, 2006.  
14 **[CONDITIONALLY LODGED WITH THE COURT]**

15 5. Attached hereto as **Exhibit D** is a true and correct copy of an email,  
16 marked Confidential, from Cameron Winklevoss to Marc M. Pierrat, dated May 4, 2004 and  
17 Bates numbers C003990 through C003991. **[CONDITIONALLY LODGED WITH THE  
18 COURT]**

19 6. Attached hereto as **Exhibit E** is a true and correct copy of Amended  
20 Response of Defendant Cameron Winklevoss to Form Interrogatories, dated March 31, 2006.

21 7. Attached hereto as **Exhibit F** is a true and correct copy of Amended  
22 Response of Defendant Tyler Winklevoss to Form Interrogatories, dated March 31, 2006.

23 8. Attached hereto as **Exhibit G** is a true and correct copy of Amended  
24 Response of Defendant Divya Narendra to Form Interrogatories, dated March 31, 2006.

25 9. Attached hereto as **Exhibit H** is a true and correct copy of relevant  
26 excerpts from the Highly Confidential Deposition Transcript of Tyler Winklevoss, dated  
27 January 16, 2006. **[CONDITIONALLY LODGED WITH THE COURT]**

28 10. Attached hereto as **Exhibit I** is a true and correct copy of an email, marked  
US\_WEST:260016219.1

1 Confidential, from Wayne Chang to Cameron Winklevoss (and others), dated February 17, 2005  
2 and Bates numbered C008673. **[CONDITIONALLY LODGED WITH THE COURT]**

3 11. Attached hereto as **Exhibit J** is a true and correct copy of relevant excerpts  
4 from the Highly Confidential Deposition Transcript of Cameron Winklevoss, dated August 9,  
5 2005. **[CONDITIONALLY LODGED WITH THE COURT]**

6 12. Attached hereto as **Exhibit K** is a true and correct copy of pages printed  
7 from [www.winklevoss.com](http://www.winklevoss.com).

8 13. Attached hereto as **Exhibit L** is a true and correct copy of a printout from  
9 the website of the California Secretary of State showing Winklevoss, LLC's registration, and its  
10 agent for service of process, in California.

11 14. Attached hereto as **Exhibit M** is a true and correct copy of an email,  
12 marked Confidential, from Marc M. Pierrat to Cameron Winklevoss and Divya Narendra, dated  
13 June 21, 2004 and Bates numbered C007697. **[CONDITIONALLY LODGED WITH THE**  
14 **COURT]**

15 15. Attached hereto as **Exhibit N** is a true and correct copy of an email,  
16 marked Confidential, from Marc M. Pierrat to Cameron Winklevoss, dated August 16, 2004 and  
17 Bates numbered C007602. **[CONDITIONALLY LODGED WITH THE COURT]**

18 16. Attached hereto as **Exhibit O** is a true and correct copy of a string of  
19 emails, marked Confidential, between Cameron Winklevoss and Howard Winklevoss, dated May  
20 3, 2004 and Bates numbered C003865 through C003869. **[CONDITIONALLY LODGED**  
21 **WITH THE COURT]**

22 17. Attached hereto as **Exhibit P** is a true and correct copy of a string of  
23 emails, marked Confidential, from Winston Williams to Cameron and Tyler Winklevoss (and  
24 others), dated February 19, 2005, and Bates numbered C008963. **[CONDITIONALLY**  
25 **LODGED WITH THE COURT]**

26 18. Attached hereto as **Exhibit Q** is a true and correct copy of relevant  
27 excerpts from the Highly Confidential Deposition Transcript of Mark Zuckerberg, dated April 25,  
28 2006. **[CONDITIONALLY LODGED WITH THE COURT]**

19. Attached hereto as **Exhibit R** is a true and correct copy of relevant excerpts from the Highly Confidential Deposition Transcript of ConnectU LLC, dated January 16, 2006.

**[CONDITIONALLY LODGED WITH THE COURT]**

20. Attached hereto as **Exhibit S** is a true and correct copy of TheFacebook's Terms of use and privacy Policy.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed in Menlo Park, California on May 11, 2006.



Robert D. Nagel

## **EXHIBIT E**

1 Scott R. Mosko (State Bar No. 106070)  
2 FINNEGAN, HENDERSON, FARABOW,  
3 GARRETT & DUNNER, L.L.P.  
Stanford Research Park  
3300 Hillview Avenue  
Palo Alto, California 94304  
4 Telephone: (650) 849-6600  
Facsimile: (650) 849-6666  
5

6 Attorneys for Defendants  
7 Connectu LLC, Cameron Winklevoss,  
Tyler Winklevoss, Howard Winklevoss,  
and Divya Narendra  
8  
9

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
11 COUNTY OF SANTA CLARA  
12

13 THE FACEBOOK, INC.

CASE NO. 105 CV 047381

14 Plaintiff,

**AMENDED RESPONSE OF  
DEFENDANT CAMERON  
WINKLEVOSS TO FORM  
INTERROGATORIES**

15 v.  
16 CONNECTU LLC, CAMERON WINKLEVOSS,  
TYLER WINKLEVOSS, HOWARD  
17 WINKLEVOSS, DIVYA NARENDRA, AND  
DOES 1-25,  
18

Defendants.  
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1 **PROPOUNDING PARTY:** Plaintiff THEFACEBOOK, INC.

2 **RESPONDING PARTY:** Defendant CAMERON WINKLEVOSS

3 **SET NO.:** ONE (1)

4

5 TO PLAINTIFF AND ITS ATTORNEYS OF RECORD:

6 The above-named party hereby responds, pursuant to California Code of Civil Procedure  
 7 Section 2030, to the form interrogatories as follows:

8 **PREFATORY STATEMENT**

9 It should be noted that this responding party has not fully completed its investigation of the  
 10 facts relating to this case, has not completed discovery, and has not completed its preparation for  
 11 trial.

12 All of the responses contained herein are based only upon such information and documents  
 13 as are presently available to and specifically known to this responding party and disclose only those  
 14 contentions which presently occur to such responding party.

15 It is anticipated that further discovery, independent investigation, legal research, and analysis  
 16 will supply additional facts and add meaning to known facts, as well as establish entirely new factual  
 17 conclusions and legal contentions, all of which may lead to substantial additions to, changes in, and  
 18 variations from the contentions herein set forth.

19 The following responses are given without prejudice to responding party's right to produce  
 20 evidence of any subsequently discovery fact or facts which this responding party may later recall.  
 21 Responding party accordingly reserves the right to change any and all answers herein as additional  
 22 facts are ascertained, analyses are made, legal research is completed, and contentions are made. The  
 23 responses contained herein are made in a good faith effort to supply as much factual information and  
 24 as much specification of legal contentions as are presently known, but should in no way be to the  
 25 prejudice of this responding party in relation to further discovery, research, or analysis.

26 Responding Party incorporates his initial responses to these Form Interrogatories. In  
 27 addition, Responding Party adds the following:

## **RESPONSE TO FORM INTERROGATORIES**

### **Response to 2.11**

Yes.

(a) ConnectU LLC

(b) See response to Special Interrogatory No. 14.

### **Response to 8.2**

The nature of Responding Party's activities for ConnectU LLC is described in the response to Special Interrogatory No. 14. See also transcripts from January 16, 2006 depositions. Responding Party has never been employed by ConnectU LLC.

### **Response to 17.1**

Regarding Request No. 2, Responding Party did not specifically access Plaintiff's website to acquire email addresses. Responding Party on behalf of ConnectU accessed Plaintiff's website to see what was available on this site and to investigate whether its intellectual property had been misappropriated. On certain occasions, ConnectU downloaded email addresses that were available on this site. Persons knowledgeable regarding the response to this Interrogatory may include Tyler Winklevoss, Divya Narendra and Winston Williams. Documents concerning ConnectU's access were identified in ConnectU's second amended response to Plaintiff's first set of Requests for Production.

Regarding Request No. 3, Responding Party did not specifically access Plaintiff's website to identify the colleges and universities included in the online directory. Responding Party on behalf of ConnectU accessed Plaintiff's website to see what was available on this site and to investigate whether its intellectual property had been misappropriated. Responding Party does recall seeing some colleges and universities on this site. Persons knowledgeable regarding the response to this Interrogatory may include Tyler Winklevoss, Divya Narendra and Winston Williams. Documents concerning ConnectU's access were identified in ConnectU's second amended response to Plaintiff's first set of Requests for Production.

Regarding Request No. 6, Responding Party did not access Plaintiff's website to circumvent known security features on the website. Responding Party on behalf of ConnectU accessed Plaintiff's website to see what was available on this site and to investigate whether its intellectual property had been misappropriated. Persons knowledgeable regarding the response to this Interrogatory may include Tyler Winklevoss, Divya Narendra and Winston Williams. Documents concerning ConnectU's access were identified in ConnectU's second amended response to Plaintiff's first set of Requests for Production.

Regarding Request No. 7, Responding Party recalls using more than one user name and password to access Plaintiff's website.

Regarding Request No. 8, while some of the email addresses obtained from Plaintiff's website were used to invite some of the members of Plaintiff's website to join ConnectU, the majority were not so used. See also ConnectU's Response to this Interrogatory. Persons knowledgeable regarding the response to this Interrogatory may include Tyler Winklevoss, Divya Narendra and Winston Williams. Documents concerning these invitations were identified in ConnectU's second amended response to Plaintiff's first set of Requests for Production.

1       Regarding Request No. 9, some users of ConnectU have requested that ConnectU invite their  
 2       friends who are users of Facebook's website to join ConnectU. ConnectU has sent emails to some of  
 3       the email addresses obtained from Facebook to invite Facebook users to join ConnectU. Persons  
 4       knowledgeable regarding the response to this Interrogatory may include Tyler Winklevoss, Divya  
 5       Narendra and Winston Williams. Documents concerning these invitations were identified in  
 6       ConnectU's second amended response to Plaintiff's first set of Requests for Production.

7       Regarding Request No. 10, while Responding Party is unsure of what Plaintiff intended by  
 8       the word "data" in addition to some email addresses and profiles, ConnectU did download from  
 9       Plaintiff's website publicly available course information which Responding Party is informed and  
 10      believed was initially located on University Registrar websites. Persons knowledgeable regarding  
 11      the response to this Interrogatory may include Tyler Winklevoss and Divya Narendra.

12      Regarding Request No. 11, ConnectU did not track and does not know whether an invitation  
 13      it sent to a Facebook user resulted in this user's decision to join connectu.com. Persons  
 14      knowledgeable regarding the response to this Interrogatory may include Tyler Winklevoss, Divya  
 15      Narendra, and Winston Williams. ConnectU is not aware of any documents regarding this response.

16      Regarding Request No. 12, ConnectU retained Pacific Northwest Software for the purpose of  
 17      developing and furthering the ConnectU website. Pacific Northwest Software worked with some  
 18      email addresses that ConnectU obtained from Plaintiff's website. Persons knowledgeable regarding  
 19      the response to this Interrogatory may include Tyler Winklevoss and Winston Williams. Documents  
 20      concerning ConnectU's access were identified in ConnectU's second amended response to  
 21      Plaintiff's first set of Requests for Production.

22      Regarding Request No. 13, ConnectU retained Winston Williams of Pacific Northwest  
 23      Software for the purpose of developing and furthering the ConnectU website. Winston Williams of  
 24      Pacific Northwest Software worked with some email addresses that ConnectU obtained from  
 25      Plaintiff's website. Persons knowledgeable regarding the response to this Interrogatory may include  
 26      Tyler Winklevoss, and Winston Williams. Documents concerning ConnectU's access were  
 27      identified in ConnectU's second amended response to Plaintiff's first set of Requests for Production.

28      Regarding Request No. 16, Responding Party does not recall if Plaintiff's website included  
 29      "Terms of Use". Persons knowledgeable regarding the response to this Interrogatory may include  
 30      Tyler Winklevoss and Divya Narendra. ConnectU is not aware of any documents regarding this  
 31      response.

32      Regarding Request No. 17, Responding Party does not recall if Plaintiff's website included  
 33      "Terms of Use", or if it did, what those terms were. Persons knowledgeable regarding the response  
 34      to this Interrogatory may include Tyler Winklevoss and Divya Narendra. ConnectU is not aware of  
 35      any documents regarding this response.

36      Regarding Request No. 18, Responding Party does not recall if Plaintiff's website included  
 37      "Terms of Use", or if it did, what those terms were. ConnectU never agreed to be bound by any  
 38      terms of use. Persons knowledgeable regarding the response to this Interrogatory may include Tyler  
 39      Winklevoss, and Divya Narendra. ConnectU is not aware of any documents regarding this response.

40      Regarding Request No. 19, Responding Party does not recall if Plaintiff's website included  
 41      "Terms of Use", or if it did, what those terms were. Persons knowledgeable regarding the response  
 42      to this Interrogatory may include Tyler Winklevoss and Divya Narendra. ConnectU is not aware of  
 43      any documents regarding this response.

44      Regarding Request No. 20, Responding Party does not recall if Plaintiff's website included  
 45      "Terms of Use", or if it did, what those terms were. Persons knowledgeable regarding the response  
 46      to this Interrogatory may include Tyler Winklevoss and Divya Narendra. ConnectU is not aware of  
 47      any documents regarding this response.

1 to this Interrogatory may include Tyler Winklevoss and Divya Narendra. ConnectU is not aware of  
any documents regarding this response.

2 Regarding Request No. 21, Responding Party does not recall if Plaintiff's website included  
3 "Terms of Use", or if it did, what those terms were. Persons knowledgeable regarding the response  
4 to this Interrogatory may include Tyler Winklevoss, and Divya Narendra. ConnectU is not aware of  
any documents regarding this response.

5 Regarding Request No. 22, ConnectU does not currently use a data import program called  
6 "Social Butterfly". Persons knowledgeable regarding the response to this Interrogatory may include  
7 Tyler Winklevoss, Divya Narendra and Winston Williams. ConnectU is not aware of any  
documents regarding this response.

8 Regarding Request No. 23, Responding Party is not aware of any member of a social  
9 networking site who "switched" to ConnectU. Some ConnectU members requested that ConnectU  
10 access Plaintiff's website for the purposes of inviting their friends to join ConnectU. Some of the  
11 email addresses ConnectU downloaded from Plaintiff's website were used in this process. Persons  
12 knowledgeable regarding the response to this Interrogatory may include Tyler Winklevoss, Divya Narendra,  
13 and Winston Williams. ConnectU is not aware of any documents regarding this response.

14 Regarding Request No. 24, Responding Party did not obtain email accounts from Plaintiff's  
15 website. On certain occasions, ConnectU downloaded email addresses that were available on this  
16 site. Regarding some of these email addresses, see the response immediately above. Persons  
17 knowledgeable regarding the response to this Interrogatory may include Tyler Winklevoss, Divya  
Narendra and Winston Williams.

18 Regarding Request No. 25 Responding Party does not recall if Plaintiff's website included  
19 "Terms of Use", or if it did, what those terms were. ConnectU never agreed to be bound by any  
20 terms of use. ConnectU never obtained "email accounts". Persons knowledgeable regarding the  
21 response to this Interrogatory may include Tyler Winklevoss and Divya Narendra. ConnectU is not  
22 aware of any documents regarding this response.

#### 17 Response to 50.3

18 Plaintiff cited 3 paragraphs of what it contends to be part of its "Terms of Use" in its  
19 complaint. Responding Party is not a party to any agreement or contract involving Plaintiff. To the  
20 extent Plaintiff is claiming a breach of contract, Responding Party has no knowledge of any  
21 agreement or the terms of such agreement. Responding Party is informed and believes that a  
22 contract cannot be enforced against an individual or entity who did not agree to the terms of the  
23 contract and/or did not receive adequate consideration. Responding Party was not subject to the  
provisions alleged in Plaintiff's complaint.

#### 22 Response to 50.4

23 Plaintiff has cited 3 paragraphs of what it contends to be part of its "Terms of Use" in its  
24 complaint. Responding Party is not a party to any agreement or contract involving Plaintiff.  
25 Responding Party is not aware of any agreement, release, accord and satisfaction or novation as it or  
they concern Responding Party or Plaintiff.

#### 26 Response to 50.5

27 Plaintiff has cited 3 paragraphs of what it contends to be part of its "Terms of Use" in its  
28 complaint. Responding Party is not a party to any agreement or contract involving Plaintiff. To the  
extent Plaintiff is claiming a breach of contract, Responding Party has no knowledge of any

1 agreement or the terms of such agreement. Responding Party is informed and believes that a  
2 contract cannot be enforced against an individual or entity who did not agree to the terms of the  
3 contract and/or did not receive adequate consideration. Responding Party therefore contends that the  
4 provisions cited in Plaintiff's complaint are not enforceable.

5 **Response to 50.6**

6 Plaintiff has not cited in its complaint the entire document it purportedly contends to be an  
7 agreement. ConnectU does not have any document that would support Plaintiff's apparent  
8 contention that ConnectU or Responding Party is a party to an agreement with Plaintiff. Therefore,  
9 Responding Party cannot respond as to whether this alleged agreement contains ambiguous terms.

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1 **VERIFICATION**

2 CAMERON WINKLEVOSS, under penalty of perjury under the laws of the State of  
3 California, states as follows:

4 1. That he is one of the defendants in the above-entitled action;  
5 2. That he has read the foregoing AMENDED RESPONSE OF DEFENDANT  
6 CAMERON WINKLEVOSS TO FORM INTERROGATORIES and knows the contents thereof,  
7 and that the same is true of his own knowledge, save and except as to the matters which are therein  
8 stated on his information or belief, and as to those matters, he believes it to be true.

9 Executed on the 31 day of March, 2006.

10   
11 Cameron Winklevoss

1 Scott R. Mosko (State Bar No. 106070)  
2 FINNEGAN, HENDERSON, FARABOW,  
3 GARRETT & DUNNER, L.L.P.  
Stanford Research Park  
3300 Hillview Avenue  
Palo Alto, California 94304  
4 Telephone: (650) 849-6600  
Facsimile: (650) 849-6666  
5

6 Attorneys for Defendants  
7 Cameron Winklevoss, Tyler  
Winklevoss, Howard Winklevoss,  
and Divya Narendra  
8

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
10

11 COUNTY OF SANTA CLARA  
12

13 THE FACEBOOK, INC.

CASE NO. 105 CV 047381

14 Plaintiff,

DEFENDANT CAMERON  
WINKLEVOSS'S DECLARATION

15 v.

16 CONNECTU LLC, CAMERON WINKLEVOSS,  
TYLER WINKLEVOSS, HOWARD  
WINKLEVOSS, DIVYA NARENDRA, AND  
DOES 1-25,  
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18 Defendants.  
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1 I, CAMERON WINKLEVOSS, declare

2 I have made a diligent search and reasonable inquiry for the purpose of locating documents  
3 responsive to Plaintiff The FaceBook Inc.'s First Set of Requests for Production of Documents. All  
4 responsive documents in my possession were produced. I am informed and believe the persons or  
5 entities who may have possession of documents that are responsive to Plaintiff The FaceBook Inc.'s  
6 First Set of Requests for Production of Documents are Tyler Winklevoss, Divya Narendra, Pacific  
7 Northwest Software, whose address I am informed and believe is 1514 223rd Place N.E.  
8 Sammamish, WA 98074, and/or my attorney. I am not aware of anyone else who would be in  
9 possession, custody or control of these documents.

10 I declare under penalty of perjury under the laws of the state of California that the foregoing  
11 is true and correct and that this declaration was executed on the 27 day of March, 2006.

12   
13 Cameron Winklevoss

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# **EXHIBIT F**

Scott R. Mosko (State Bar No. 106070)  
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GARRETT & DUNNER, L.L.P.  
Stanford Research Park  
3300 Hillview Avenue  
Palo Alto, California 94304  
Telephone: (650) 849-6600  
Facsimile: (650) 849-6666

Attorneys for Defendants  
Connectu LLC, Cameron Winklevoss,  
Tyler Winklevoss, Howard Winklevoss,  
and Divya Narendra

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF SANTA CLARA**

## THE FACEBOOK, INC.

CASE NO. 105 CV 047381

**Plaintiff,**

**AMENDED RESPONSE OF  
DEFENDANT TYLER WINKLEVOSS  
TO FORM INTERROGATORIES**

CONNECTU LLC, CAMERON WINKLEVOSS,  
TYLER WINKLEVOSS, HOWARD  
WINKLEVOSS, DIVYA NARENDRA, AND  
DOES 1-25.

### Defendants.

1 **PROPOUNDING PARTY:** Plaintiff THEFACEBOOK, INC.

2 **RESPONDING PARTY:** Defendant TYLER WINKLEVOSS

3 **SET NO.:** ONE (1)

4 TO PLAINTIFF AND ITS ATTORNEYS OF RECORD:

5 The above-named party hereby responds, pursuant to California Code of Civil Procedure  
 6 Section 2030, to the form interrogatories as follows:

7 **PREFATORY STATEMENT**

8 It should be noted that this responding party has not fully completed its investigation of the  
 9 facts relating to this case, has not completed discovery, and has not completed its preparation for  
 10 trial.

11 All of the responses contained herein are based only upon such information and documents  
 12 as are presently available to and specifically known to this responding party and disclose only those  
 13 contentions which presently occur to such responding party.

14 It is anticipated that further discovery, independent investigation, legal research, and analysis  
 15 will supply additional facts and add meaning to known facts, as well as establish entirely new factual  
 16 conclusions and legal contentions, all of which may lead to substantial additions to, changes in, and  
 17 variations from the contentions herein set forth.

18 The following responses are given without prejudice to responding party's right to produce  
 19 evidence of any subsequently discovery fact or facts which this responding party may later recall.  
 20 Responding party accordingly reserves the right to change any and all answers herein as additional  
 21 facts are ascertained, analyses are made, legal research is completed, and contentions are made. The  
 22 responses contained herein are made in a good faith effort to supply as much factual information and  
 23 as much specification of legal contentions as are presently known, but should in no way be to the  
 24 prejudice of this responding party in relation to further discovery, research, or analysis.

25 Responding Party incorporates his initial responses to these Form Interrogatories. In  
 26 addition, Responding Party adds the following:

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28

## **RESPONSE TO FORM INTERROGATORIES**

### Response to 2.11

Yes.

(a) ConnectU LLC

(b) See response to Special Interrogatory No. 14.

### **Response to 8.2**

The nature of Responding Party's activities for ConnectU LLC is described in the response to Special Interrogatory No. 14. See also depositions transcripts from January 16, 2006 depositions. Responding Party has never been employed by ConnectU LLC.

### **Response to 17.1**

Regarding Request No. 2, Responding Party did not specifically access Plaintiff's website to acquire email addresses. Responding Party on behalf of ConnectU accessed Plaintiff's website to see what was available on this site and to investigate whether its intellectual property had been misappropriated. On certain occasions, Responding Party on behalf of ConnectU downloaded email addresses that were available on this site. Persons knowledgeable regarding the response to this Interrogatory may include Cameron Winklevoss, Divya Narendra and Winston Williams. Documents concerning ConnectU's access were identified in ConnectU's second amended response to Plaintiff's first set of Requests for Production.

Regarding Request No. 3, Responding Party did not specifically access Plaintiff's website to identify the colleges and universities included in the online directory. Responding Party on behalf of ConnectU accessed Plaintiff's website to see what was available on this site and to investigate whether its intellectual property had been misappropriated. Responding Party does recall seeing some colleges and universities on this site. Persons knowledgeable regarding the response to this Interrogatory may include Cameron Winklevoss, Divya Narendra and Winston Williams. Documents concerning ConnectU's access were identified in ConnectU's second amended response to Plaintiff's first set of Requests for Production.

Regarding Request No. 6, Responding Party did not access Plaintiff's website to circumvent known security features on the website. Responding Party on behalf of ConnectU accessed Plaintiff's website to see what was available on this site and to investigate whether its intellectual property had been misappropriated. Persons knowledgeable regarding the response to this Interrogatory may include Cameron Winklevoss, Divya Narendra and Winston Williams. Documents concerning ConnectU's access were identified in ConnectU's second amended response to Plaintiff's first set of Requests for Production.

Regarding Request No. 7, Responding Party recalls using more than one user name and password to access Plaintiff's website.

Regarding Request No. 8, while some of the email addresses obtained from Plaintiff's website were used to invite some of the members of Plaintiff's website to join ConnectU, the majority were not so used. See also ConnectU's Response to this Interrogatory. Persons knowledgeable regarding the response to this Interrogatory may include Cameron Winklevoss, Divya Narendra and Winston Williams. Documents concerning these invitations were identified in ConnectU's second amended response to Plaintiff's first set of Requests for Production.

1       Regarding Request No. 9, some users of ConnectU have requested that ConnectU invite their  
 2       friends who are users of Facebook's website to join ConnectU. ConnectU has sent emails to some of  
 3       the email addresses obtained from Facebook to invite Facebook users to join ConnectU. Persons  
 4       knowledgeable regarding the response to this Interrogatory may include Cameron Winklevoss,  
 5       Divya Narendra and Winston Williams. Documents concerning these invitations were identified in  
 6       ConnectU's second amended response to Plaintiff's first set of Requests for Production.

7       Regarding Request No. 10, while Responding Party is unsure of what Plaintiff intended by  
 8       the word "data" in addition to some email addresses and profiles, ConnectU did download from  
 9       Plaintiff's website publicly available course which Responding Party is informed and believed was  
 10      initially located on University Registrar websites. Persons knowledgeable regarding the response to  
 11      this Interrogatory may include Cameron Winklevoss and Divya Narendra.

12      Regarding Request No. 11, ConnectU did not track and does not know whether an invitation  
 13      it sent to a Facebook user resulted in this user's decision to join connectu.com. Persons  
 14      knowledgeable regarding the response to this Interrogatory may include Cameron Winklevoss,  
 15      Divya Narendra, and Winston Williams. ConnectU is not aware of any documents regarding this  
 16      response.

17      Regarding Request No. 12, ConnectU retained Pacific Northwest Software for the purpose of  
 18      developing and furthering the ConnectU website. Pacific Northwest Software worked with some  
 19      email addresses that ConnectU obtained from Plaintiff's website. Persons knowledgeable regarding  
 20      the response to this Interrogatory may include Cameron Winklevoss and Winston Williams.  
 21      Documents concerning ConnectU's access were identified in ConnectU's second amended response  
 22      to Plaintiff's first set of Requests for Production.

23      Regarding Request No. 13, ConnectU retained Winston Williams of Pacific Northwest  
 24      Software for the purpose of developing and furthering the ConnectU website. Winston Williams of  
 25      Pacific Northwest Software worked with some email addresses that ConnectU obtained from  
 26      Plaintiff's website. Persons knowledgeable regarding the response to this Interrogatory may include  
 27      Cameron Winklevoss, and Winston Williams. Documents concerning ConnectU's access were  
 28      identified in ConnectU's second amended response to Plaintiff's first set of Requests for Production.

29      Regarding Request No. 16, Responding Party does not recall if Plaintiff's website included  
 30      "Terms of Use". Persons knowledgeable regarding the response to this Interrogatory may include  
 31      Tyler Winklevoss and Divya Narendra. ConnectU is not aware of any documents regarding this  
 32      response.

33      Regarding Request No. 17, Responding Party does not recall if Plaintiff's website included  
 34      "Terms of Use", or if it did, what those terms were. Persons knowledgeable regarding the response  
 35      to this Interrogatory may include Cameron Winklevoss and Divya Narendra. ConnectU is not aware  
 36      of any documents regarding this response.

37      Regarding Request No. 18, Responding Party does not recall if Plaintiff's website included  
 38      "Terms of Use", or if it did, what those terms were. ConnectU never agreed to be bound by any  
 39      terms of use. Persons knowledgeable regarding the response to this Interrogatory may include  
 40      Cameron Winklevoss, and Divya Narendra. ConnectU is not aware of any documents regarding this  
 41      response.

42      Regarding Request No. 19, Responding Party does not recall if Plaintiff's website included  
 43      "Terms of Use", or if it did, what those terms were. Persons knowledgeable regarding the response  
 44      to this Interrogatory may include Cameron Winklevoss and Divya Narendra. ConnectU is not aware  
 45      of any documents regarding this response.

46

1       Regarding Request No. 20, Responding Party does not recall if Plaintiff's website included  
 2       "Terms of Use", or if it did, what those terms were. Persons knowledgeable regarding the response  
 3       to this Interrogatory may include Cameron Winklevoss and Divya Narendra. ConnectU is not aware  
 4       of any documents regarding this response.

5       Regarding Request No. 21, Responding Party does not recall if Plaintiff's website included  
 6       "Terms of Use", or if it did, what those terms were. Persons knowledgeable regarding the response  
 7       to this Interrogatory may include Cameron Winklevoss, and Divya Narendra. ConnectU is not  
 8       aware of any documents regarding this response.

9       Regarding Request No. 22, ConnectU does not currently use a data import program called  
 10      "Social Butterfly". Persons knowledgeable regarding the response to this Interrogatory may include  
 11      Cameron Winklevoss, Divya Narendra and Winston Williams. ConnectU is not aware of any  
 12      documents regarding this response.

13      Regarding Request No. 23, Responding Party is not aware of any member of a social  
 14      networking site who "switched" to ConnectU. Some ConnectU members requested that ConnectU  
 15      access Plaintiff's website for the purposes of inviting their friends to join ConnectU. Some of the  
 16      email addresses ConnectU downloaded from Plaintiff's website were used in this process. Under  
 17      these circumstances, the Social Butterfly software facilitated this process. Persons knowledgeable  
 18      regarding the response to this Interrogatory may include Cameron Winklevoss, Divya Narendra, and  
 19      Winston Williams. ConnectU is not aware of any documents regarding this response.

20      Regarding Request No. 24, Responding Party did not obtain email accounts from Plaintiff's  
 21      website. On certain occasions, ConnectU downloaded email addresses that were available on this  
 22      site. Regarding some of these email addresses, see the response immediately above. Persons  
 23      knowledgeable regarding the response to this Interrogatory may include Cameron Winklevoss,  
 24      Divya Narendra and Winston Williams.

25      Regarding Request No. 25 Responding Party does not recall if Plaintiff's website included  
 26      "Terms of Use", or if it did, what those terms were. ConnectU never agreed to be bound by any  
 27      terms of use. ConnectU never obtained "email accounts". Persons knowledgeable regarding the  
 28      response to this Interrogatory may include Cameron Winklevoss, and Divya Narendra. ConnectU is  
 29      not aware of any documents regarding this response.

30      **Response to 50.3**

31      Plaintiff cited 3 paragraphs of what it contends to be part of its "Terms of Use" in its  
 32      complaint. Responding Party is not a party to any agreement or contract involving Plaintiff. To the  
 33      extent Plaintiff is claiming a breach of contract, Responding Party has no knowledge of any  
 34      agreement or the terms of such agreement. Responding Party is informed and believes that a  
 35      contract cannot be enforced against an individual or entity who did not agree to the terms of the  
 36      contract and/or did not receive adequate consideration. Responding Party was not subject to the  
 37      provisions alleged in Plaintiff's complaint.

38      **Response to 50.4**

39      Plaintiff has cited 3 paragraphs of what it contends to be part of its "Terms of Use" in its  
 40      complaint. Responding Party is not a party to any agreement or contract involving Plaintiff.  
 41      Responding Party is not aware of any agreement, release, accord and satisfaction or novation as it or  
 42      they concern Responding Party or Plaintiff.

1     **Response to 50.5**

2         Plaintiff has cited 3 paragraphs of what it contends to be part of its "Terms of Use" in its  
3         complaint. Responding Party is not a party to any agreement or contract involving Plaintiff. To the  
4         extent Plaintiff is claiming a breach of contract, Responding Party has no knowledge of any  
5         agreement or the terms of such agreement. Responding Party is informed and believes that a  
6         contract cannot be enforced against an individual or entity who did not agree to the terms of the  
7         contract and/or did not receive adequate consideration. Responding Party therefore contends that the  
8         provisions cited in Plaintiff's complaint are not enforceable.

9     **Response to 50.6**

10         Plaintiff has not cited in its complaint the entire document it purportedly contends to be an  
11         agreement. ConnectU does not have any document that would support Plaintiff's apparent  
12         contention that ConnectU or Responding Party is a party to an agreement with Plaintiff. Therefore,  
13         Responding Party cannot respond as to whether this alleged agreement contains ambiguous terms.

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## **VERIFICATION**

TYLER WINKLEVOSS, under penalty of perjury under the laws of the State of California,  
states as follows:

1. That he is one of the defendants in the above-entitled action;
2. That he has read the foregoing AMENDED RESPONSE OF DEFENDANT TYLER WINKLEVOSS TO FORM INTERROGATORIES and knows the contents thereof, and that the same is true of his own knowledge, save and except as to the matters which are therein stated on his information or belief, and as to those matters, he believes it to be true.

Executed on the 31 day of March, 2006.

Tyler Winklevoss  
Tyler Winklevoss

1 Scott R. Mosko (State Bar No. 106070)  
2 FINNEGAN, HENDERSON, FARABOW,  
3 GARRETT & DUNNER, L.L.P.  
4 Stanford Research Park  
5 3300 Hillview Avenue  
6 Palo Alto, California 94304  
7 Telephone: (650) 849-6600  
8 Facsimile: (650) 849-6666

9  
10 Attorneys for Defendants  
11 Cameron Winklevoss, Tyler  
12 Winklevoss, Howard Winklevoss,  
13 and Divya Narendra

14 SUPERIOR COURT OF THE STATE OF CALIFORNIA

15 COUNTY OF SANTA CLARA

16 THE FACEBOOK, INC.

17 CASE NO. 105 CV 047381

18 Plaintiff,

19 DEFENDANT TYLER  
20 WINKLEVOSS'S DECLARATION

21 v.

22 CONNECTU LLC, CAMERON WINKLEVOSS,  
23 TYLER WINKLEVOSS, HOWARD  
24 WINKLEVOSS, DIVYA NARENDRA, AND  
25 DOES 1-25,

26 Defendants.

27

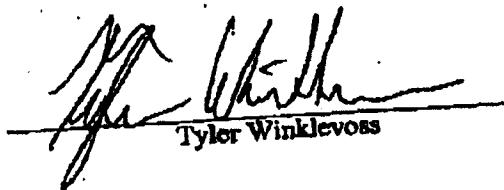
28

1 I, TYLER WINKLEVOSS, declare

2 I have made a diligent search and reasonable inquiry for the purpose of locating documents  
3 responsive to Plaintiff The FaceBook Inc.'s First Set of Requests for Production of Documents. All  
4 responsive documents in my possession were produced. I am informed and believe the persons or  
5 entities who may have possession of documents that are responsive to Plaintiff The FaceBook Inc.'s  
6 First Set of Requests for Production of Documents are Cameron Winklevoss, Divya Narendra,  
7 Pacific Northwest Software, whose address I am informed and believe is 1514 223rd Place  
8 N.R.Sammamish, WA 98074, and/or my attorney. I am not aware of anyone else who would be in  
9 possession, custody or control of these documents.

10 I declare under penalty of perjury under the laws of the state of California that the foregoing  
11 is true and correct and that this declaration was executed on the 27 day of March, 2006.

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28



Tyler Winklevoss

Declaration of Tyler Winklevoss

# **EXHIBIT G**

1 Scott R. Mosko (State Bar No. 106070)  
2 FINNEGAN, HENDERSON, FARABOW,  
3 GARRETT & DUNNER, L.L.P.  
Stanford Research Park  
3300 Hillview Avenue  
Palo Alto, California 94304  
4 Telephone: (650) 849-6600  
Facsimile: (650) 849-6666  
5

6 Attorneys for Defendants  
7 Connectu LLC, Cameron Winklevoss,  
Tyler Winklevoss, Howard Winklevoss,  
and Divya Narendra  
8

9

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA

11 COUNTY OF SANTA CLARA

12

13 THE FACEBOOK, INC.

CASE NO. 105 CV 047381

14 Plaintiff,

15 v.  
AMENDED RESPONSE OF  
DEFENDANT DIVYA NARENDRA TO  
FORM INTERROGATORIES

16 CONNECTU LLC, CAMERON WINKLEVOSS,  
TYLER WINKLEVOSS, HOWARD  
WINKLEVOSS, DIVYA NARENDRA, AND  
DOES 1-25,  
17

18 Defendants.  
19

1 **PROPOUNDING PARTY:** Plaintiff THEFACEBOOK, INC.  
 2 **RESPONDING PARTY:** Defendant DIVYA NARENDRA  
 3 **SET NO.:** ONE (1)

4  
 5 TO PLAINTIFF AND ITS ATTORNEYS OF RECORD:

6 The above-named party hereby responds, pursuant to California Code of Civil Procedure  
 7 Section 2030, to the form interrogatories as follows:

8 **PREFATORY STATEMENT**

9 It should be noted that this responding party has not fully completed its investigation of the  
 10 facts relating to this case, has not completed discovery, and has not completed its preparation for  
 11 trial.

12 All of the responses contained herein are based only upon such information and documents  
 13 as are presently available to and specifically known to this responding party and disclose only those  
 14 contentions which presently occur to such responding party.

15 It is anticipated that further discovery, independent investigation, legal research, and analysis  
 16 will supply additional facts and add meaning to known facts, as well as establish entirely new factual  
 17 conclusions and legal contentions, all of which may lead to substantial additions to, changes in, and  
 18 variations from the contentions herein set forth.

19 The following responses are given without prejudice to responding party's right to produce  
 20 evidence of any subsequently discovery fact or facts which this responding party may later recall.  
 21 Responding party accordingly reserves the right to change any and all answers herein as additional  
 22 facts are ascertained, analyses are made, legal research is completed, and contentions are made. The  
 23 responses contained herein are made in a good faith effort to supply as much factual information and  
 24 as much specification of legal contentions as are presently known, but should in no way be to the  
 25 prejudice of this responding party in relation to further discovery, research, or analysis.

26 Responding Party incorporates his initial responses to these Form Interrogatories. In  
 27 addition, Responding Party adds the following:

## **RESPONSE TO FORM INTERROGATORIES**

### **Response to 2.11**

Yes.

(a) ConnectU LLC

(b) See response to Special Interrogatory No. 14.

### **Response to 8.2**

The nature of Responding Party's activities for ConnectU LLC is described in the response to Special Interrogatory No. 14. See also transcripts from January 16, 2006 depositions. Responding Party has never been employed by ConnectU LLC.

### **Response to 17.1**

Regarding Request No. 2, Responding Party did not specifically access Plaintiff's website to acquire email addresses. Responding Party on behalf of ConnectU accessed Plaintiff's website to see what was available on this site and to investigate whether its intellectual property had been misappropriated. On certain occasions, Responding Party on behalf of ConnectU downloaded email addresses that were available on this site. Persons knowledgeable regarding the response to this Interrogatory may include Cameron Winklevoss, Tyler Winklevoss, and Winston Williams. Documents concerning ConnectU's access were identified in ConnectU's second amended response to Plaintiff's first set of Requests for Production.

Regarding Request No. 3, Responding Party did not specifically access Plaintiff's website to identify the colleges and universities included in the online directory. ConnectU accessed Plaintiff's website to see what was available on this site and to investigate whether its intellectual property had been misappropriated. Responding Party does recall seeing some colleges and universities on this site. Persons knowledgeable regarding the response to this Interrogatory may include Cameron Winklevoss, Tyler Winklevoss, and Winston Williams. Documents concerning ConnectU's access were identified in ConnectU's second amended response to Plaintiff's first set of Requests for Production.

Regarding Request No. 6, Responding Party did not access Plaintiff's website to circumvent known security features on the website. Responding Party on behalf of ConnectU accessed Plaintiff's website to see what was available on this site and to investigate whether its intellectual property had been misappropriated. Persons knowledgeable regarding the response to this Interrogatory may include Cameron Winklevoss, Tyler Winklevoss, and Winston Williams. Documents concerning ConnectU's access were identified in ConnectU's second amended response to Plaintiff's first set of Requests for Production.

Regarding Request No. 7, Responding Party does not recall using more than one user name and password to access Plaintiff's website.

Regarding Request No. 8, while some of the email addresses obtained from Plaintiff's website were used to invite some of the members of Plaintiff's website to join ConnectU, the majority were not so used. See also ConnectU's response to this Interrogatory. Persons knowledgeable regarding the response to this Interrogatory may include Cameron Winklevoss, Tyler Winklevoss, and Winston Williams. Documents concerning these invitations were identified in ConnectU's second amended response to Plaintiff's first set of Requests for Production.

1       Regarding Request No. 9, some users of ConnectU have requested that ConnectU invite their  
 2       friends who are users of Facebook's website to join ConnectU. ConnectU has sent emails to some of  
 3       the email addresses obtained from Facebook to invite Facebook users to join ConnectU. Persons  
 4       knowledgeable regarding the response to this Interrogatory may include Cameron Winklevoss, Tyler  
 5       Winklevoss, and Winston Williams. Documents concerning these invitations were identified in  
 6       ConnectU's second amended response to Plaintiff's first set of Requests for Production.

7       Regarding Request No. 10, while Responding Party is unsure of what Plaintiff intended by  
 8       the word "data" in addition to some email addresses and profiles, ConnectU did download from  
 9       Plaintiff's website publicly available course which Responding Party is informed and believed was  
 10      initially located on University Registrar websites. Persons knowledgeable regarding the response to  
 11      this Interrogatory include Cameron Winklevoss and Tyler Winklevoss.

12      Regarding Request No. 11, ConnectU did not track and does not know whether an invitation  
 13      it sent to a Facebook user resulted in this user's decision to join connectu.com. Persons  
 14      knowledgeable regarding the response to this Interrogatory include Cameron Winklevoss, Tyler  
 15      Winklevoss, and Winston Williams. ConnectU is not aware of any documents regarding this  
 16      response.

17      Regarding Request No. 12, ConnectU retained Pacific Northwest Software for the purpose of  
 18      developing and furthering the ConnectU website. Pacific Northwest Software worked with some  
 19      email addresses that ConnectU obtained from Plaintiff's website. Persons knowledgeable regarding  
 20      the response to this Interrogatory may include Cameron Winklevoss, Tyler Winklevoss, and Winston  
 21      Williams. Documents concerning ConnectU's access were identified in ConnectU's second  
 22      amended response to Plaintiff's first set of Requests for Production.

23      Regarding Request No. 13, ConnectU retained Winston Williams of Pacific Northwest  
 24      Software for the purpose of developing and furthering the ConnectU website. Winston Williams of  
 25      Pacific Northwest Software worked with some email addresses that ConnectU obtained from  
 26      Plaintiff's website. Persons knowledgeable regarding the response to this Interrogatory may include  
 27      Cameron Winklevoss, Tyler Winklevoss, and Winston Williams. Documents concerning  
 28      ConnectU's access were identified in ConnectU's second amended response to Plaintiff's first set of  
 29      Requests for Production.

30      Regarding Request No. 16, Responding Party does not recall if Plaintiff's website included  
 31      "Terms of Use". Persons knowledgeable regarding the response to this Interrogatory may include  
 32      Cameron Winklevoss and Tyler Winklevoss. ConnectU is not aware of any documents regarding  
 33      this response.

34      Regarding Request No. 17, Responding Party does not recall if Plaintiff's website included  
 35      "Terms of Use", or if it did, what those terms were. Persons knowledgeable regarding the response  
 36      to this Interrogatory may include Cameron Winklevoss, and Tyler Winklevoss. ConnectU is not  
 37      aware of any documents regarding this response.

38      Regarding Request No. 18, Responding Party does not recall if Plaintiff's website included  
 39      "Terms of Use", or if it did, what those terms were. ConnectU never agreed to be bound by any  
 40      terms of use. Persons knowledgeable regarding the response to this Interrogatory may include  
 41      Cameron Winklevoss, and Tyler Winklevoss. ConnectU is not aware of any documents regarding  
 42      this response.

43      Regarding Request No. 19, Responding Party does not recall if Plaintiff's website included  
 44      "Terms of Use", or if it did, what those terms were. Persons knowledgeable regarding the response  
 45      to this Interrogatory may include Cameron Winklevoss and Tyler Winklevoss. ConnectU is not  
 46      aware of any documents regarding this response.

1       Regarding Request No. 20, Responding Party does not recall if Plaintiff's website included  
 2       "Terms of Use", or if it did, what those terms were. Persons knowledgeable regarding the response  
 3       to this Interrogatory may include Cameron Winklevoss and Tyler Winklevoss. ConnectU is not  
 4       aware of any documents regarding this response.

5       Regarding Request No. 21, Responding Party does not recall if Plaintiff's website included  
 6       "Terms of Use", or if it did, what those terms were. Persons knowledgeable regarding the response  
 7       to this Interrogatory may include Cameron Winklevoss, and Tyler Winklevoss. ConnectU is not  
 8       aware of any documents regarding this response.

9       Regarding Request No. 22, ConnectU does not currently use a data import program called  
 10      "Social Butterfly". Persons knowledgeable regarding the response to this Interrogatory may include  
 11      Cameron Winklevoss, Tyler Winklevoss, and Winston Williams. ConnectU is not aware of any  
 12      documents regarding this response.

13      Regarding Request No. 23, Responding Party is not aware of any member of a social  
 14      networking site who "switched" to ConnectU. Some ConnectU members requested that ConnectU  
 15      access Plaintiff's website for the purposes of inviting their friends to join ConnectU. Under these  
 16      circumstances, the Social Butterfly software facilitated this process. Persons knowledgeable  
 17      regarding the response to this Interrogatory may include Cameron Winklevoss, Tyler Winklevoss,  
 18      and Winston Williams. ConnectU is not aware of any documents regarding this response.

19      Regarding Request No. 24, Responding Party did not obtain email accounts from Plaintiff's  
 20      website. On certain occasions, ConnectU downloaded email addresses that were available on this  
 21      site. Regarding some of these email addresses, see the response immediately above. Persons  
 22      knowledgeable regarding the response to this Interrogatory may include Cameron Winklevoss, Tyler  
 23      Winklevoss, and Winston Williams.

24      Regarding Request No. 25 Responding Party does not recall if Plaintiff's website included  
 25      "Terms of Use", or if it did, what those terms were. ConnectU never agreed to be bound by any  
 26      terms of use. ConnectU never obtained "email accounts". Persons knowledgeable regarding the  
 27      response to this Interrogatory may include Cameron Winklevoss and Tyler Winklevoss. ConnectU  
 28      is not aware of any documents regarding this response.

18      **Response to 50.3**

19      Plaintiff has cited 3 paragraphs of what it contends to be part of its "Terms of Use" in its  
 20      complaint. Responding Party is not a party to any agreement or contract involving Plaintiff. To the  
 21      extent Plaintiff is claiming a breach of contract, Responding Party has no knowledge of any  
 22      agreement or the terms of such agreement. Responding Party is informed and believes that a  
 23      contract cannot be enforced against an individual or entity who did not agree to the terms of the  
 24      contract and/or did not receive adequate consideration. Responding Party was not subject to the  
 25      provisions alleged in Plaintiff's complaint.

23      **Response to 50.4**

24      Plaintiff has cited 3 paragraphs of what it contends to be part of its "Terms of Use" in its  
 25      complaint. Responding Party is not a party to any agreement or contract involving Plaintiff.  
 26      Responding Party is not aware of any agreement, release, accord and satisfaction or novation as it or  
 27      they concern Responding Party or Plaintiff.

1 **Response to 50.5**

2 Plaintiff has cited 3 paragraphs of what it contends to be part of its "Terms of Use" in its  
3 complaint. Responding Party is not a party to any agreement or contract involving Plaintiff. To the  
4 extent Plaintiff is claiming a breach of contract, Responding Party has no knowledge of any  
5 agreement or the terms of such agreement. Responding Party is informed and believes that a  
contract cannot be enforced against an individual or entity who did not agree to the terms of the  
5 provisions cited in Plaintiff's complaint are not enforceable.

6 **Response to 50.6**

7 Plaintiff has not cited in its complaint the entire document it purportedly contends to be an  
8 agreement. ConnectU does not have any document that would support Plaintiff's apparent  
9 contention that ConnectU or Responding Party is a party to an agreement with Plaintiff. Therefore,  
10 Responding Party cannot respond as to whether this alleged agreement contains ambiguous terms.

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## VERIFICATION

DIVYA NARENDRA, under penalty of perjury under the laws of the State of California, states as follows:

4           1. That he is one of the defendants in the above-entitled action;  
5           2. That he has read the foregoing AMENDED RESPONSE OF DEFENDANT DIVYA  
6 NARENDRA TO FORM INTERROGATORIES and knows the contents thereof, and that the same  
7 is true of his own knowledge, save and except as to the matters which are therein stated on his  
8 information or belief, and as to those matters, he believes it to be true.

9 Executed on the 31 day of March, 2006.

Divya Narendra  
Divya Narendra

1 Scott R. Mosko (State Bar No. 106070)  
2 FINNEGAN, HENDERSON, FARABOW,  
3 GARRETT & DUNNER, L.L.P.  
4 Stanford Research Park  
5 3300 Hillview Avenue  
6 Palo Alto, California 94304  
7 Telephone: (650) 849-6600  
8 Facsimile: (650) 849-6666

9  
10 Attorneys for Defendants  
11 Cameron Winklevoss, Tyler  
12 Winklevoss, Howard Winklevoss,  
13 and Divya Narendra

14 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
15 COUNTY OF SANTA CLARA

16 THE FACEBOOK, INC.

17 CASE NO. 105 CV 047381

18 Plaintiff,

19 DEFENDANT DIVYA NARENDRA'S  
20 DECLARATION

21 v.

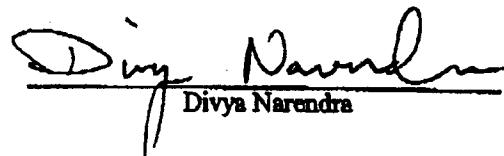
22 CONNECTU LLC, CAMERON WINKLEVOSS,  
23 TYLER WINKLEVOSS, HOWARD  
24 WINKLEVOSS, DIVYA NARENDRA, AND  
25 DOES 1-25,

26 Defendants.

1 I, DIVYA NARENDRA, declare

2 I have made a diligent search and reasonable inquiry for the purpose of locating documents  
3 responsive to Plaintiff The FaceBook Inc.'s First Set of Requests for Production of Documents. All  
4 responsive documents in my possession were produced. I am informed and believe the persons or  
5 entities who may have possession of documents that are responsive to Plaintiff The FaceBook Inc.'s  
6 First Set of Requests for Production of Documents are Cameron Winklevoss, Tyler Winklevoss,  
7 Pacific Northwest Software, whose address I am informed and believe is 1514 223rd Place N.E.  
8 Sammamish, WA 98074, and/or my attorney. I am not aware of anyone else who would be in  
9 possession, custody or control of these documents.

10 I declare under penalty of perjury under the laws of the state of California that the foregoing  
11 is true and correct and that this declaration was executed on the 31 day of March, 2006.

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14 Divya Narendra  
15 Divya Narendra  
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